

The complaint

Mr G complains that Pinnacle Insurance Plc trading as EVERYPAW declined a claim on his pet insurance policy.

What happened

Mr G has a pet insurance policy for his dog which provides cover for each condition for 12 months, or until the limit of £2,000 is reached.

His dog had treatment for periodontal disease in November 2022 and Mr G made a claim for the treatment costs, which was paid. Following further treatment in December 2023, Mr G made another claim but this time Pinnacle said it wasn't covered. This was because it was more than 12 months from the earlier treatment in November 2022.

Mr G complained. He didn't think the two sets of treatment were for the same condition.

In its final response to the complaint, Pinnacle said that, based on the clinical notes, the two procedures were both related to the same underlying condition. So it maintained its decision that the second claim wasn't covered, as it was more than 12 months after the first treatment.

When Mr G referred the complaint to this Service, our investigator said she thought it was fair for Pinnacle to treat the two procedures as arising from the same condition.

Mr G disagrees and has requested an ombudsman's decision. In summary, he says:

- He understands the two conditions involve the teeth and both stem, ultimately, from dental disease. But treating these two distinct types of dental disease, which the vet confirmed were not part of one treatment, as one is to give too wide a definition of the term "disease".
- Accepting that definition would lead to an absurd result where any dental treatment during his dog's life would be classed as one condition and not covered.
- The policy expressly covers dental issues, so to exclude them in this way means the policy is of no real effectiveness.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; support a policyholder to make a claim; and not unreasonably reject a claim.

Some pet insurance policies provide lifetime cover, while others only provide cover for a limited period. Mr G's policy provides cover for each condition for 12 months, or until the policy limit of £2,000 is reached. The 12 month period runs from the first date of treatment. This is clearly set out in the policy documents.

Mr G's dog had treatment for dental disease in November 2022, which means the 12 month period runs from then. The second treatment was carried out in December 2023, and so was more than 12 months later. If that treatment was for the same (or a related) condition then it would not be covered.

Mr G accepts that the two conditions that were treated both stem from dental disease. So in the absence of any persuasive evidence to show they should be considered as distinct conditions, it would be fair for Pinnacle to say the second claim is not covered.

He argues that treating these as the same condition is to give too wide a definition of the term disease, and leads to an absurd result where any dental treatment during his dog's life would be classed as one condition and not covered. I don't think that's the case.

There are policies that provide lifetime cover and Mr G could have opted for that type of policy, in which case he would have been able to continue making claims. His policy provides more limited cover. Once his dog has had treatment for something, he's limited to 12 months cover for that condition (or anything related to it). While the second treatment was a different procedure, it was for something that was a result of the periodontal disease he'd claimed for previously. So he could only claim for that within 12 months of the first treatment.

There are other dental conditions in dogs that may not be related, such as endodontic disease (which has different causes and symptoms), or an injury to the teeth. Mr G isn't prevented from ever making any claims relating to dental treatment – only those that arise from the same underlying condition. And he may have cover for conditions that affect other parts of his dog's body, so I don't think it would be fair to say policy is of no real effectiveness.

For these reasons, I'm satisfied Pinnacle's decision not to cover the claim was in line with the policy terms and was fair.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 December 2024.

Peter Whiteley
Ombudsman